

EXHIBIT B - 1

**CONFIDENTIAL AND BINDING TERM SHEET BETWEEN
Michael McKenzie, individually, and as agent of American Image Art (together, "AIA")
and the Estate of Robert Indiana (the "Estate")**

- AIA and the Estate will enter into a new agreement ("Production Agreement") that will permit AIA the exclusive right to publish and sell authorized *HOPE* prints and sculptures. Features of the Production Agreement will include:
 - Duration of 10 years
 - AIA will pay the Estate 25% of AIA's gross proceeds from sales of works produced under the Production Agreement.
 - No annual minimum royalty payment to the Estate.
 - Only *HOPE* works will be produced or sold, and only in strict accordance with specifications set forth in the original *HOPE* Contract, as amended (the "Original *HOPE* Agreement").
 - The Estate will retain certain control and information rights, including:
 - AIA will use only contractors and galleries approved by the Estate, who would agree to provide information directly to the Estate when requested. The Estate would pre-approve certain contractors and galleries – e.g., contractors that produced *HOPE* sculptures approved by Indiana during his lifetime. The Estate's approval of galleries will not be unreasonably withheld.
 - The Estate will retain rights of approval over aesthetic and production decisions, as was provided to Indiana under the Original *HOPE* Agreement.
 - The Estate will be notified: (a) at least ten days before a sculpture or print run is about to begin, (b) within ten days of completion of a sculpture or a print run,, (c) that a work has been consigned to a gallery or dealer, and (d) that a work has been sold.
 - The Estate will receive itemized quarterly accountings of sales and any works in inventory.
 - The Estate will receive information directly from contractors and galleries regarding the above.
 - All works produced will be consigned as joint property of the Estate and American Image and will remain the joint property of the Estate and American Image until sold. Provision will be made to permit AIA to recoup its printing or fabrication costs upon termination of the Production Agreement.

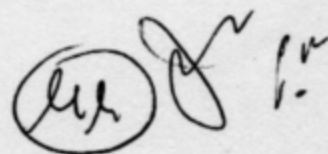
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- o The Estate's rights and obligations under the Production Agreement will be transferable to the Star of Hope, Inc. ("SOH").
 - o AIA may not assign its rights or obligations.
 - o Other appropriate terms from the Original HOPE Agreement.
- AIA agrees that the Original HOPE Agreement is terminated.
- AIA will destroy or deliver to the Estate the autopen machine that AIA has used to sign Indiana's name to work, at a time and in a manner acceptable to the Estate.
- To the extent AIA contends that any unsold non-HOPE works that have been produced by AIA are authentic works of Robert Indiana, such determinations of authenticity shall be made by a neutral art expert with appropriate knowledge of Robert Indiana's work. The Estate and AIA will attempt in good faith to agree on a single neutral expert. In the event the Estate and AIA cannot agree on a neutral expert, each of them will appoint its own neutral expert with appropriate knowledge of Robert Indiana's work, and those neutrals will appoint a third neutral with such knowledge (the single agreed neutral or the three duly-selected neutrals, the "Expert"). The Estate and AIA will each have the opportunity to present evidence to the Expert relating to the authenticity determinations. The Estate and AIA agree to be bound by the Expert's authenticity determinations. All authentication to be at the Estate's expense within 60 days of receiving notice art is ready for inspection (M) for P.C.
- If the Expert determines that a non-HOPE work is authentic, it may be sold, and the proceeds from such sale shall be divided 65% to AIA and 35% to the Estate. If the Expert determines that a non-HOPE work is not authentic, or that authenticity cannot be determined, such work may not be sold and must be destroyed or delivered to the Estate.
- The Estate will take no position regarding the authenticity of *BRAT*. If AIA obtains a release from Johnsonville of all claims against the Estate relating to *BRAT*, the Estate will release any claims any rights to further payments relating to *BRAT*.
- AIA and the Estate will apportion the funds held in escrow by Rosenbaum Contemporary Galleries as follows: 40% to the Estate, and 60% to AIA.
- All *HOPE* and non-*HOPE* works held by Rosenbaum Contemporary Galleries will be shipped to AIA's storage facility in Katonah, New York, to be stored at no charge. Shipping costs will be split 50-50 between the Estate and AIA. *HOPE* works and authenticated non-*HOPE* works may be sold in manner jointly agreed by the Estate and AIA, with proceeds divided 40% to the Estate and 60% to AIA.
- All non-*HOPE* works held by Rosenbaum Contemporary Galleries will be evaluated by the Expert for authenticity, in the process described above.

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- AIA may produce works of art incorporating the word "hope", including works for other artists, provided that those works are sufficiently dissimilar to the *HOPE* works, and provided that such works do not identify or reference Robert Indiana's name.
- AIA and the Estate mutually release all claims against each other. AIA agrees to release any claims against James Brannan in his individual capacity and as personal representative of the Estate. AIA agrees to release all claims against Jamie Thomas in his role as Indiana's power of attorney. AIA agrees to release all claims against Morgan. AIA agrees to release all claims against the Star of Hope Foundation.
- The arbitration between the Estate and AIA pending in the AAA will be dismissed with prejudice.
- The Estate will provide an agreement of indemnification and defense of AIA of any and all claims against AIA by Morgan Art in the pending lawsuit titled *Morgan Art Foundation v. McKenzie*, _____ cv. _____ (S.D.N.Y. (the "Lawsuit"), subject to the Estate's right to select the law firm that represents AIA in the Lawsuit ("AIA's Counsel"), and to negotiate rates and terms directly with AIA's Counsel. The Estate will pay the invoices of AIA's Counsel directly. Michael McKenzie and AIA agree to cooperate with the Estate, its counsel, and AIA's Counsel with respect to the Lawsuit and related issues and proceedings.
- The Estate reserves all copyrights in and to the *HOPE* image and any works created pursuant to the Production Agreement.
- This agreement is subject to normal and customary terms of settlement, including confidentiality and non-disparagement.
- This term sheet is intended to be binding, and will be replaced by a more formal Settlement Agreement and Production Agreement. Payments, releases, dismissals and other consideration under this term sheet will be made after a more formal Settlement Agreement and Releases and Production Agreement are executed.

EXHIBIT B - 4

Dated: _____

11/26/19

AMERICAN IMAGE ART AND
MICHAEL MCKENZIE

By: _____

Michael McKenzie

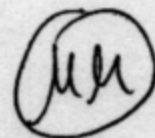


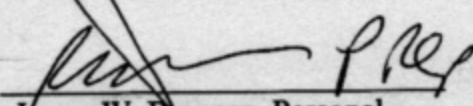
EXHIBIT B - 5

Dated:

11/26/19

ESTATE OF ROBERT INDIANA

By:


James W. Brannan, Personal
Representative of the Estate of
Robert Indiana